



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.co.washoe.nv.us

CM/ACM JBH
Finance MM
DA _____
Risk Mgt. _____
HR _____
Other _____

STAFF REPORT

BOARD MEETING DATE: July 14, 2015

DATE: June 24, 2015

TO: Board of County Commissioners

FROM: James Popovich, Specialty Courts Manager, 2nd Judicial District Court
(775) 325-6769, james.popovich@washoecourts.us

THROUGH: Jackie Bryant, District Court Administrator and Clerk of Court

SUBJECT: **Request the Board of County Commissioners approve the Professional Services Agreement for Drug Testing Services for Specialty Courts Division between the District Court, Washoe County, and Case Management Services (CMS), in the amount of \$128,412, plus actual cost of tests administered, retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016. The total cost of the Agreement may not exceed \$248,412. (All Commission Districts)**

SUMMARY

The Professional Services Agreement between the Second Judicial District Court (Court), Washoe County, and Case Management Services (CMS) allows the Specialty Courts Division of the Court to consolidate its drug testing services for the Adult Drug Court, the Diversion Court, the Family Mental Health Court, and the Youth Offender Court in one testing facility. These Specialty Courts provide defendants charged with drug-related crimes with outpatient treatment services and drug testing with the goal of reducing further involvement in the criminal justice system.

Since 1995, the Court has contracted with outside providers for drug testing and treatment for participants in the Adult Drug Court. The Court conducted a Request for Proposal (#2855-13) in May 2013, for a coordinated drug testing approach for the Courts. Three proposals were received, with CMS offering the lowest cost and most flexible approach. The term of the original Agreement was for a period of twelve months, beginning July 1, 2013 and ending on June 30, 2014 with a provision for two (2) one (1) year extensions from July 1st through June 30th of the respective year at the discretion of the Court and subject to negotiations and continued funding. CMS was awarded one (1) year extension from July 1, 2014 through June 30, 2015 with the Board's approval on June 24, 2014.

AGENDA ITEM # 11

County Priority/Goal supported by this item: Safe, secure and healthy communities. It also supports the District Court's goal to alleviate the jail population.

PREVIOUS BOARD ACTION

The Board of County Commissioners has approved drug testing services as part of previous Professional Services Agreements for Adult Drug Court and Diversion Court Services since FY 03, with the most recent action taken on June 24, 2014.

BACKGROUND

The Adult Drug Court was established by the 2nd Judicial District Court in 1995 as a Specialty Court designed to engage the drug-addicted criminal offender in intensive therapeutic and judicial intervention, with the goal of reducing further involvement in the criminal justice system. The Diversion Court was created by the 2nd Judicial District Court in 2000 as a Specialty Court designed to encompass the statutory definition of diversion in NRS Chapters 453 and 458.

CMS is the successful bidder in an RFP released in May 2013, to provide consolidated drug testing services for the Specialty Courts. Through negotiations, CMS agreed to maintain a testing facility in close approximation to the Court, open 12 hours a day (7 a.m. to 7 p.m.), on days in which participants are called in for random testing. This can include Saturdays if testing is scheduled. The facility utilizes oral testing as its primary testing methodology with instant urine tests as a back-up method.

The Court will contract with CMS to provide these services through a monthly fee of \$10,701 to fund the necessary staff and overhead for the testing facility and to pay the actual cost of each test administered at an estimated cost of \$10,000 per month. The total 'not-to-exceed' amount of the contract is \$248,412.

Diversion Court participants will be charged \$15 for each test while the Adult Drug Court participants will pay for the cost of the testing as part of the Adult Drug Court fee of \$2,000 charged to each participant.

FISCAL IMPACT

This contract will be supported with Specialty Courts revenues provided by the Administrative Office of the Courts and participant fees. The appropriation authority is provided in the FY 15-16 District Court budget, internal order 20215, and fees collected from the defendants.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Professional Services Agreement for Drug Testing Services for Specialty Courts Division between the District Court, Washoe County, and Case Management Services, in the amount of \$128,412 plus actual costs of tests administered, retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016. The total cost of the Agreement may not exceed \$248,412.

POSSIBLE MOTION

If the Board agrees with the request, move to approve the Professional Services Agreement for Drug Testing Services for Specialty Courts Division between the District Court, Washoe County, and Case Management Services, in the amount of \$128,412, plus actual costs of tests administered, retroactive to July 1 2015, for the period July 1, 2015 through June 30, 2016. The total cost of the Agreement may not exceed \$248,412.

Copy: Hon. David Hardy, District Court Chief Judge
Jackie Bryant, District Court Administrator and Clerk of Court
Heather Potts, Court Fiscal Services Administrator
Joey Orduna Hastings, Assistant County Manager
Keith Munro, Deputy District Attorney
Budget Agenda Coordinator
Mary Solorzano, Acting Comptroller
Agenda Coordinator

**PROFESSIONAL SERVICES AGREEMENT
FOR DRUG TESTING SERVICES
FOR SPECIALTY COURTS DIVISION**

This Agreement is made and entered into this 1st day of July, 2015 by and between the Second Judicial District Court (“Court”) and Case Management Services of Nevada (CMS), a Nevada corporation, (“Contractor”). The Court Fiscal Services Administrator and the Specialty Courts Manager shall be responsible for administering this Agreement.

WITNESSETH:

WHEREAS, the Adult Drug Court was established in 1995 as a specialty court designed to engage the drug-addicted criminal offender in intensive therapeutic and judicial intervention, with the goal of reducing further involvement in the criminal justice system; and

WHEREAS, since 1995, the Court has contracted with outside providers to provide drug testing services for participants in the Adult Drug Court as an integral part of the accountability of the specialty court program; and

WHEREAS, the Diversion Court was established in 2000 as a specialty court designed to encompass the statutory definition of diversion in NRS Chapters 453 and 458 as applied to defendants who are designated as alcoholics or addicts by the sentencing court and otherwise meet the requirements of the statutes to be sentenced for up to three years in a court-supervised rehabilitation program; and

WHEREAS, the Court has determined that in order to effectively engage the Diversion Court criminal offenders in intensive therapeutic and judicial intervention, with the goal of reducing further involvement in the criminal justice system, it is necessary to contract with an outside provider to provide drug testing services as an integral part of the accountability of the specialty court program; and

WHEREAS, the Contractor possesses the necessary skills, education and experience to ensure the professional quality, technical accuracy, timely completion, and coordination of all services furnished through the contract and agrees to follow practices consistent with generally accepted professional and technical standards for drug testing services;

NOW, THEREFORE, be it resolved that it is the intent of the Court to contract with qualified and experienced personnel to provide drug testing services for defendants in the criminal Adult Drug Court, Diversion Court, Family Mental Health Court, and Youth Offender Court, in consideration of the mutual promises contained herein and other good and valuable consideration, and it is hereby agreed as follows:

TERM

1. This Agreement is effective July 1, 2015 to June 30, 2016, unless terminated pursuant to Paragraphs 25 and/or 26.

SCOPE OF SERVICES

2. The Drug Testing Facility will be located in close proximity to the Court and accessible by public transportation. The Facility will be operational twelve hours a day (7:00 a.m. to 7:00 p.m.) on days in which participants are called in for random testing. This can also include Saturdays if testing is scheduled. On days that random testing is not scheduled, administrative testing staff is available from 9:00 a.m. to 5:00 p.m., Monday through Friday.
3. The primary testing methodology for drug testing will be oral swab drug tests, with instant urine drug screens available for use as a back-up methodology.
4. A breathalyzer will be maintained at the Drug Testing Facility to utilize in detection of alcohol.
5. Contractor will follow the approved Specialty Courts Division protocol in terms of randomized, observed drug testing by phase.
6. Diversion Court participants will receive an average of one oral swab drug test each week during their participation in the Diversion Court program.
7. Contractor will maintain a randomized process of observed drug and alcohol testing to be approved by the Court.
8. Contractor will test for all of the major drug classifications including Opioids, Cocaine, Methamphetamine, THC, Benzodiazepines, and Alcohol. Specialized tests for 80-hour alcohol (Etg), or synthetic drugs (Pep Spice, Bath Salts etc.) must be pre-approved by the presiding Specialty Courts Judge or the Contract Administrator.
11. Each positive test will be automatically be confirmed by GC/MS technology at no additional cost.
12. All drug and alcohol tests will be observed by Contractor's trained staff.

OBLIGATIONS OF CONTRACTOR

13. Contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by Contractor, its sub-contractors and their principals, officers, employees and agents under this Agreement. Contractor agrees to follow practices consistent with generally accepted professional and technical standards for the provision of drug testing

to participants in drug rehabilitation treatment.

14. Should any sub-contractor, officer, employee or agent under this Agreement be unable to complete his/her responsibility for any reason, the Contractor will replace that individual with a qualified person immediately. If Contractor fails to make the required replacement within 30 days, and this failure prohibits in any way the provision of drug testing services, the Court may terminate this Agreement for default.
15. Contractor agrees to report testing data within 24-72 hours of receiving results to the Court utilizing the Drug Court Case Management (DCCM) software, in compliance with HIPAA regulations, via email to the 2nd Judicial District Specialty Court Officers, and via email to staff at Bristlecone Family Resources, Inc.
16. Contractor's officers and employees will be available for consultation regarding drug testing results with an authorized Judge of the Court at reasonable times, with advance notice so as not to conflict with other responsibilities.
17. If for any reason a collection does not result in a valid test, due to the fault of the Contractor, the Contractor agrees not to bill for the test.

DISTRICT COURT RESPONSIBILITIES

18. The Court Fiscal Services Administrator shall be responsible for contract administration of this Agreement, with the assistance of the Specialty Courts Manager, James Popovich. Such administration will include the review of all reports, billing verification, the coordination of all meetings, and response to all questions of Contractor.
19. The Court agrees to provide to Contractor all information in its possession necessary to Contractor to complete services required of Contractor hereunder.
20. Upon execution of this Agreement, Contractor shall submit two monthly billing statements to the Contract Administrator, which will include:
 - 1) One statement will bill Court for the monthly fee for maintaining the Drug Testing Facility. Payment will be made in twelve monthly installments of \$10,701.
 - 2) The second statement will itemize the specific drug tests conducted each month for each Adult Drug Court, Diversion Court, Family Mental Health Court, and Youth Offender Court participant and processed by the independent lab.

Court will then reimburse Contractor at a rate of \$9.71, the actual cost of processing the drug tests, for Adult Drug Court and Diversion Court, and at the rate of \$15 for Youth Offender Court and Family Mental Health Court. Tests for 80-hour alcohol (EtG) and synthetic drugs (PepSpice, Bath Salts etc.) will be pre-approved by the Drug Court/Diversion Court/Family Mental Health Court/Youth Offender Court Judge or

Contract Administrator and reimbursed according to the actual cost charged by the lab. Payment will be made by the Court within 30 days of receipt of Contractor's monthly billing statement.

The cost for each test is as follows:

Oral fluid alcohol panel - \$15
Urine standard panel - \$10.90
Alcohol EtG - \$16
Tricyclic Antidepressants(TCA) - \$7
Instant 6 panel - \$3.40
Instant 10 panel - \$4.10
Instant Buprenorphine - \$2.50
Tramadol - \$2.25
Validity strip - \$.80
Instant nicotine - \$1.47
Kratom - \$89.00
DXM - \$6.20
Fentanyl - \$50
Designer stimulants - \$40
Pregnancy test - \$22

21. Failure to comply with any term or condition of this Agreement shall be valid reasons for the Court to refuse to make any payment or portion thereof.
22. The total cost for services provided pursuant to this Agreement for all Adult Drug Court, Diversion Court, Family Mental Health Court, and Youth Offender Court participants will not exceed **\$248,412.**

TERMINATION

23. In the event that the Court believes that Contractor is not performing services satisfactorily or in a timely fashion, the Court will notify Contractor of such fact in writing. Contractor will have 30 days to cure performance to the Court's satisfaction. If not cured within 30 days to the satisfaction of the Court, the Court may immediately terminate this Agreement by written notice to Contractor of such termination. This Agreement will then terminate on the date specified in the written notice. Contractor shall be paid for services satisfactorily performed to the date of termination.
24. In addition to termination pursuant to the paragraph above, either party may terminate this Agreement without cause upon 30 days prior written notice.

GENERAL PROVISIONS

25. Independent contractor status and certification: Contractor is an independent contractor, not a Second Judicial District Court employee. Contractor's employees or contract personnel are not Second Judicial District Court employees. Contractor and Court agree to the following rights consistent with an independent contractor relationship:
- a. Contractor has the right to perform services for others during the term of this Agreement.
 - b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
 - c. Contractor shall not be assigned a work location on Court or County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
 - d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
 - e. Contractor has the right to hire assistants as subcontractors or to use Contractor's employees to provide the services required by this Agreement.
 - f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein. Neither County nor Court shall hire, supervise or pay any assistants to help Contractor.
 - g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Court or County in the skills necessary to perform the services required by this Agreement.
 - h. Neither County nor Court shall require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- Further, Contractor hereby certifies:
- i. That Contractor is not an employee of County or Court and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County or Court, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's business license number is #116807 with an expiration date of 6/30/15. Contractor must provide Federal Tax or Social Security Number on required Form W-9 OR Contractor is not licensed as Contractor and is exempt because

k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments made.

l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement, to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

26. Confidentiality: All information obtained regarding a client in the performance of services under this Agreement shall be strictly confidential. Contractor shall maintain any records pertaining to this Agreement in a secure location, and disclose information to the Court/County only when a release has been properly executed by the client and to any other persons or entities only pursuant to a court order. Failure to abide by this provision shall be considered a material breach of contract and grounds for its immediate termination.
27. Ethical Obligations: It is the responsibility of Contractor to safeguard the integrity of the professional relationship and to ensure that the client is provided with beneficial services. Contractor shall provide the client with accurate and complete information regarding the extent of the professional relationship. Because the relationship between Contractor and client begins with a power differential, Contractor will not exploit relationships with current or former clients for personal gain, including social or business relationships. The Contractor will not, under any circumstances, engage in sexual behavior with current or former clients. The Contractor will not accept as clients anyone with whom they have engaged in romantic or sexual relationships.

The Contractor avoids situations that might appear to be or could be interpreted as a conflict of interest. Gifts from clients will not be accepted, except when refusal of such gift would cause irreparable harm to the Contractor/client relationship. Gifts of significant monetary value will not be accepted, under any circumstance.

The Contractor makes no request of clients that does not directly pertain to drug testing (giving testimonials about the program or participating in interviews with reporters or students).

Contractor will refrain from using any methods that could be considered coercive such as threats, negative labeling and attempts to provoke shame or humiliation.

Failure to abide by this provision shall be considered a material breach of contract and grounds for its immediate termination.

28. Indemnification/Hold Harmless: Washoe County has established specific insurance and indemnification requirements for organizations contracting with Washoe County, Court or their agencies to provide services, use Court or County facilities, or receive funding. Indemnification and hold harmless clauses are intended to insure that organizations accept and are able to pay for losses or liabilities related to their activities. Appendix A is attached and included by reference. All conditions and requirements identified in this Appendix shall be completed prior to the commencement of any work under this Agreement.
29. Governing law: This agreement shall be deemed to be entered into in the County of Washoe, State of Nevada, and shall be construed in accordance with the laws of the State of Nevada, without regard to conflict of laws principles.
30. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other proposals and representations, both oral and written, covering the subject matter hereof.
31. Notice: When by the terms of this Agreement written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received three days following mailing.

Second Judicial District Court:
Jackie Bryant, Court Administrator
Second Judicial District Court
75 Court St.
Reno, NV 89501

Contractor:
Sandra Lee, President
Case Management Services
237 So. Sierra St.
Reno, NV 89501

Washoe County
Washoe County Manager
P.O. Box 11130
Reno, NV 89520

32. Funding Out: In the event the Court/County fails to appropriate or budget funds for the purposes as specified in this Agreement, either may terminate this Agreement at any time and Contractor agrees to such termination without penalty. Court/County shall endeavor to give Contractor as much written notice as possible before termination.
33. Non-Assignment. Contractor shall not assign this Agreement or any of the duties created pursuant to this Agreement without first obtaining the written consent of Court/County.

In witness thereof, the parties hereto have executed this Agreement on the day and year first above written.

DISTRICT COURT

Jackie Bryant
Court Administrator

Date: _____

CONTRACTOR

Sandra Lee, President
Case Management Services

Date: _____

WASHOE COUNTY

Chairman
Washoe County Commission

ATTEST:

County Clerk

Appendix A

INSURANCE/HOLD HARMLESS REQUIREMENTS FOR PROFESSIONAL SERVICES

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for CONTRACTORS contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that an CONTRACTOR accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any negligent act, omission, or failure to act, on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

If CONTRACTOR or Subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, Subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per claim and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

- a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
- b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
- c. Terminate the Agreement.